

REMARKS/ARGUMENTS

Claims 1-42 are pending in this application. Claims 1-39 stand rejected. By this amendment, claims 1, 9, and 12 have been amended and new claims 40-42 are added. No new matter is added. In light of the amendments and remarks set forth below, Applicants respectfully submit that each of the pending claims is in condition for immediate allowance.

Applicants note that the Amendment filed October 2, 2009, was not entered or considered. Therefore, the claim amendments made in that response are presented above.

Claims 1-39 stand rejected under 35 USC §103(a) as being unpatentable over U.S. Patent No. 6,324,519 ("Eldering") in view of U.S. Patent No. 4,903,201 ("Wagner"), and Power Without Responsibility; The Press And Broadcasting In Britain ("Curran"). Applicants respectfully traverse this rejection. In the present case, the references, whether taken alone or in combination do not disclose or suggest the claimed invention.

The present invention relates to an online trading system for trading media space. One of the objects of the present invention is to provide an exchange that allows buyers and sellers to buy and sell media space in accordance with user defined criteria. (Specification as filed at p. 4, ll. 8-10). One of the problems noted by the inventors of the present invention is that the metrics used by traders to determine value are of questionable statistical significance and can be a subject of dispute. (Specification as filed at p. 3, ll. 16-18). The presently claimed invention is unlike the prior art that merely provides media content to a large enough audience so that a guaranteed number of target viewers, which is a subset of the large audience, view the media content.

To overcome the problems of the prior art, the present invention includes a server 16 that receives bids and asks (requests and offers) submitted by buyers and sellers, respectively. The bids include expected or guaranteed audience characteristics specified by the buyer or seller. (Specification as filed at p. 8, ll. 17-19). This simplifies matching of buyers and sellers because

it obviates the need to rely on metrics to determine the value of the media space. The disclosed server node delivers media content, which corresponds to an offer stored in the database, between the matched buyer and seller for delivery of the media content by the seller to a target audience of matched buyers comprising a plurality of members. It should be noted that characteristics of each of the members of the target audience matches the expected and guaranteed audience characteristics. Thus, it is not the situation that media content is merely delivered to a specified number of audience members. As claimed, characteristics of each of the audience members corresponds to specific audience characteristics.

Each of the independent claims have been amended to explicitly recite that media content is delivered from a buyer to a seller “for delivery of the media content by the seller to a target audience of matched buyers comprising a plurality of members, wherein the characteristics of each of the plural members corresponds to the expected and guaranteed audience characteristics.”

The Office Action acknowledges that neither Eldering nor Wagner discloses guaranteed audience characteristics. In an effort to cure this deficiency, the Examiner includes Curran for its disclosure of “a system where in offers comprised guaranteed audience characteristics. (see p. 189).” (Office action at page 5). Further Applicants note that Eldering and Wagner are silent with respect to the characteristics of each of the plural members corresponding to the guaranteed audience characteristics. Curran fails to cure the noted deficiency in Eldering and Wagner.

Applicants submit that the claimed “audience characteristics” are not merely a guaranteed audience including total number of viewers. The audience characteristics include such items as gender, age, program category, and the like. (Specification as filed at Fig. 2). As known in the advertising art, a prospective advertiser will purchase advertising time in one of two ways. Either an advertiser will purchase a guaranteed audience, i.e., guaranteed total

number of viewers, for a single program or purchase media time for a plurality of television shows, each of the smaller audiences, which aggregates into one large audience corresponding to the “guaranteed audience”. This guaranteed audience, which is nothing more than a fixed number of viewers, is the guaranteed audience disclosed and described by Curran. That is, the guaranteed audience disclosed by Curran relates to a fixed number of viewers for a given commercial. For example, if an advertiser wanted to reach 75,000,000 viewers, that advertiser could purchase a commercial during the Super Bowl. Alternatively, the advertiser could purchase numerous time slots during many other television programs until the desired viewer audience is reached. However, merely displaying an advertisement to a guaranteed number of viewers, 75,000,000 in this example, does not necessitate that each of the audience members of the target audience matches an expected or guaranteed audience characteristics. Only a percentage of the overall number of viewers would match the expected or guaranteed audience characteristics. Accordingly, Curran fails to disclose that each member of the target audience corresponds to the expected and guaranteed audience characteristics.

Applicants note that each of the independent claims 1, 9, and 12 explicitly recites that a target audience comprises a plurality of members, wherein characteristics of each of the plural members corresponds to the expected and guaranteed audience characteristics. None of the cited references discloses this explicitly recited limitation. The presently claimed invention is therefore unlike the prior art that merely provides media content to a large enough audience so that a guaranteed number of target viewers, which is a subset of the large audience, view the media content. Thus, each of these pending claims is allowable over the combination.

Dependent claims 2-8, 10-11, and 13-42 are allowable for the same reasons as are independent claims 1, 9, and 12, as well as for the additional recitations contained therein.

Applicant has responded to all of the rejections and objections recited in the Office Action. Reconsideration and a Notice of Allowance for all of the pending claims are therefore respectfully requested. If the Examiner believes an interview would be of assistance, the Examiner is encouraged to contact the undersigned at the number listed below.

It is believed that no fees or charges are required at this time in connection with the present application. However, if any fees or charges are required at this time, they may be charged to our Patent and Trademark Office Deposit Account No. 03-2412.

Respectfully submitted,
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